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is allowed is new, at least in instance and few precedents can be found to sustain the plaintiff's claim. The leading case of *Schuyler* v. *Curtis,* 147 N. Y. 434, in refusing the relief sought did not deny the existence of this right, but held that whatever right of privacy a person possessed died with him and could not be enforced by relatives. *Corliss* v. *E. W. Walker Co.,* 64 Fed. 280, distinguished between public and private characters, holding that a private individual should be protected against the publication of any portrait of himself, but that with an individual in public life it was different—a distinction followed in this case. The court here grants the relief sought, upon the ground that the plaintiff's personal comfort had been interfered with without her consent and to her injury. Her feelings were wounded and the respect with which she was held by the community was diminished by being thus brought into unnecessary and unwarantable notice. The principles of natural justice demand that individuals be protected against such invasions of their privacy.—(*See editorial comment supra.*)

MANDAMUS—TELEPHONE COMPANIES—DISCRIMINATION.—STATE EX REL. GWYNNE v. CITIZENS' TELEPHONE CO., 39 S. E. Rep. 257 (S. C.).—Defendant refused to furnish the petitioner with telephone facilities because the petitioner had not complied with a previous contract with the defendant, whereby he agreed to use the defendant's telephone exclusively. *Held,* that mandamus would lie to compel defendant to furnish petitioner with a telephone.

Cases like *Aiken* v. *Telegraph Co.,* 5 S. C. 358 and *Pickney* v. *Telegraph* Co., 19 S. C. 71, 45 Am. Rep. 765 seems to have conveyed the impression that telegraph and telephone companies were in no sense common carriers. But these actions were brought to recover damages for errors in the transmission of messages. Telegraph companies are in no sense to be regarded as common carriers and are liable for improper transmission of messages only upon proof of negligence, but they are like common carriers in that they are bound to serve all those impartially all those applying to them. 6 *Am. & Eng. Enc. Law,* (2nd Ed.) 261. The court holds, quoting *State* v. *Nebraska Telephone Co.,* 17 Neb. 126, 52 Am. Rep. 404, that a telephone company cannot arbitrarily refuse its facilities to any person who offers to comply with its reasonable regulations, and argues that the refusal to agree to use defendant's telephone system exclusively is not sufficient to relieve the defendant from its obligation to serve the public, of which the petitioner was one, without any discrimination whatsoever. If there had been any breach of contract, of which the defendant had any right to complain, its remedy was an action to recover damages for such breach of contract.

MARITIME LIENS—MASTER OF A DREDGE.—THE JOHN MCDERMOTT, 109 Fed. 91.—*Held,* the master of a dredge, not capable of being navigated, and not earning any money which passes through his hands, and who is really general superintendent of the work, having charge of the men on board, and himself performing the duties of engineer, fireman, and general deck hand, is entitled to a lien on the vessel, the same as any seaman.

The privilege of a maritime lien is not confined to that class of seamen who possess a peculiar nautical skill but includes all those whose services are in furtherance of the main object of the enterprise on which the ship is

engaged. *Steam Dredge, No. 1,* (D. C.) 87 Fed. 760; *The Atlantic,* 53 Fed. 607. Regarding the question of a non-navigable dredge being subject to a maritime lien, there is no satisfactory test as to what floating structures are, and what are not, subject to admiralty jurisdiction, but Judge Hanford, in *McRae* v. *Bowers Dredging Co.,* 86 Fed. 344, where he declares that a steam dredge is within the jurisdiction of an admiralty court, suggests a good rule by his reasoning that "She has mobility, and her element is the water. She can be used afloat and not otherwise. She has carrying capacity, and her employment has direct reference to commerce and navigation."

MUNICIPAL CORPORATIONS—STREETS—TELEGRAPHS—POLES IN STREETS—POWER TO PROHIBIT ERECTION—STATE EX REL. WISCONSIN TELEPHONE CO. V. CITY OF SHEBOYGAN, 87 N. W. (Wis.) 657.—Appeal from a judgment in favor of the defendant. This is an action of mandamus against the city of Sheboygan and others.

The relator, the Wisconsin Telephone Co., sought to erect and maintain poles and wires in Sheboygan, a city of about 50,000 inhabitants, and were prevented from so doing on the ground that the relator refused to comply with certain conditions, regarding rates of fare, free use of poles by the city, etc., which conditions the city of Sheboygan claimed were proper police regulations. *Held,* that city had no such power. Judgment was therefore reversed.

The present case is certainly very near the line. The tendency in most states has been towards giving municipalities considerable scope in the exercise of its police owners to regulate the overcrowding its streets with unsightly poles and wires. And this jurisdiction has laid down a liberal doctrine in the city of Marshfield, case 78 N. W. 735, 102 Wis. 604., but appears to wish to restrict corporate powers more closely in the present instance.

NEGOTIABLE INSTRUMENTS—ALTERATION.—HOFFMAN V. PLANTERS' NATIONAL BANK, 39 So. E. Rep. 134, (Virginia).—H. signed a note, payable to herself, and, without endorsing it, gave it to W. to take up a note held by a bank signed by W. and indorsed by H. The bank struck off the name of H. as payee, and inserting that of W. had W. indorse it. *Held,* that this was a material alteration, avoiding the note as to H.

Whether signing the note as drawer and omitting to put her name on the back thereof as indorser was accidental or not is immaterial. It was an incomplete instrument, its defects not being such that authority to complete the instrument was to be implied from the nature of the contract or from custom. Changing the note by erasing the original and inserting a different payee is a material alteration. *Robinson* v. *Berryman, 22* Mo. App. 512.

NUISANCE—POWDER MAGAZINE.—TUCKASHNISKY V. LEHIGH & W. COAL CO., 49 Atl. 308 (Penn.).—A powder magazine, containing explosives in small quantities, originally located in a non-residence district, but around which people had settled, was struck by lightning and exploded, injuring the plaintiff, who lived nearby. No complaint had ever been made about this